FOR COUNTY USE ONLY



County of San Bernardino

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STANDARD CONTRACT

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THIS CONTRACT is entered in the County, and

name			
Common Sense Sa	fety, Inc.	hereinafter called	CONTRACTOR
Address			
17301 Beach Blvd.,	#5-A		
		•	
Huntington Beach, (CA 92647		
Telephone	Federal ID No. or Social Security No.		
(714) 596-4208	33-0770620		

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

The County of San Bernardino (hereafter called COUNTY) and service provider (hereafter called CONTRACTOR) are parties to this agreement.

WHEREAS, COUNTY is self-insured for its liability and workers' compensation claims and self-administers its own entity programs, and will be responsible for providing Safety and ADA Inspection, Review and Analysis services to its Departments, Board Governed Special Districts and County Service Areas.

WHEREAS, CONTRACTOR is familiar with and competent in Safety and ADA Inspection, Review and Analysis (hereinafter called Safety/ADA Services).

NOW THEREFORE, in consideration of the remuneration hereinafter set forth, CONTRACTOR agrees to provide Safety/ADA services as referred by the COUNTY to effectively reduce the County's exposure to liability and workers' compensation claims.

CONTRACTOR agrees to provide the following services:

- 1. Inspection, review and analysis of COUNTY facilities, operations and equipment to document deficiencies and recommend corrective actions necessary to ensure compliance with CAL/OSHA and ADA regulations.
- Provide written reports in conformance with COUNTY guidelines to document deficiencies, and make recommendations for corrective actions.
- Inspection, analysis and review of COUNTY facilities, equipment and workstations to determine compliance with California's Ergonomic Standard. Recommend corrective actions to ensure compliance with the Ergonomic Standard.

- 4. Provide written reports in conformance with COUNTY guidelines to document ergonomic deficiencies and recommended corrective action.
- 5. Provide ergonomic assessment training to COUNTY staff, ensure proper implementation, and follow up with affected COUNTY employees to monitor mitigation of complaints.
- 6. Provide other Safety and ADA training and services as required.
- 7. Basic performance should adhere to the rules of professional safety engineers/officers.
- 8. Perform such services in full compliance with the COUNTY Fee Schedule (Attachment A).

A. SPECIFIC TERMS AND CONDITIONS

- 1. <u>Period of Contract:</u> The term of the contract(s) awarded will be three (3) years from COUNTY Board of Supervisors' approval date, unless terminated earlier as provided within the awarded contract(s). However, if contract negotiations for any renewal are delayed for any reason, the contract shall automatically be extended under the same terms and conditions until terminated by written notice from either party or by execution of a new contract. The COUNTY reserves the right to negotiate an extension of the contract for one or more additional years, solely within its discretion.
- 2. <u>Notice of Cancellation:</u> The contract may be terminated by any party for any reason upon 30 days' written notice.
- 3. This is a non-exclusive Contract and the COUNTY may, if necessary, retain other and/or additional contractors to assist at its sole discretion.

B. CONTRACTOR'S GUARANTEE

The CONTRACTOR guarantees its services will be satisfactory to the COUNTY as specified in the RFP and the contract. If the COUNTY is dissatisfied with the CONTRACTOR's services, qualifications of its staff, licenses and/or certifications, the COUNTY has the right to cancel any contract for service resulting from the RFP and be relieved of the obligation of continuing with the contract.

C. CONTACT WITH CONTRACTOR

- 1. <u>Service Requests:</u> Requests for services will be received directly from the COUNTY or the COUNTY's contracted claim adjuster's firms (Requesters).
- 2. Requesters will participate in evaluating the CONTRACTOR's services.
- 3. COUNTY will contact CONTRACTOR with questions regarding invoices.

D. INVOICING, PAYMENT TERMS, RIGHT TO MONITOR AND AUDIT

- 1. <u>Invoicing:</u> Invoices for services rendered will be submitted directly to the COUNTY. Invoices will meet, but not be limited to, the following requirements:
 - a. Individually numbered invoices by individual case/COUNTY claim number basis.
 - b. Reference to the COUNTY location and task service on each invoice.
 - c. Submittal not more than thirty (30) days from the date of service.
 - d. Identify the requester(s).
 - e. Submittal in duplicate.
 - f. Delineate each service billed as identified and labeled in the contract's Rate Schedule.
 - g. Identify the from-through date(s) of services invoiced.
- 2. <u>Provide a monthly billing summary each month, which shall:</u>
 - Reflect credit payments.
 - b. Identify the charges-to-date on the individual assignment by location/site.
 - c. Identify the from-through date(s) of services invoiced.
- 3. <u>Payment:</u> Invoices submitted for payment will be subject to an audit. Confirmation as to the types and quality of services may be obtained from the requester before payment is made. Payments are normally processed no more than thirty days from invoice receipt.
- 4. Right to Monitor and Audit:
 - a. Right to Monitor
 - COUNTY, State and/or Federal government, or any subdivision or appointee thereof, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records and other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Agreement. CONTRACTOR shall give full cooperation in any auditing or monitoring conducted. CONTRACTOR shall cooperate with COUNTY in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by COUNTY.

b. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY, State and Federal representatives for a period for five (5) years after final payment under the Contract or until all pending COUNTY, State and Federal audits are completed, whichever is later. All pertinent records shall be retained, or made available to COUNTY, at CONTRACTOR's principal place of business. "Principal place of business" is defined, for the purpose of the contract, as the office location cited herein. Records of the CONTRACTOR that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

c. Assistance by Contractor

CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the CONTRACTOR.

5. Price Guarantee and Escalation

- a. All prices will be considered firm for the entire period of the contract.
- b. Price escalation adjustments will not be considered.

E. GENERAL TERMS AND CONDITIONS

1. EMPLOYMENT

- The CONTRACTOR, agents and employees of the CONTRACTOR, shall act in an independent capacity and not as officers, employees or agents of the County of San Bernardino.
- The CONTRACTOR shall not employ any person working for the COUNTY during the term of this contract.
- c. <u>Conflict of Interest:</u> CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists that would impact the cost or quality of services under this contract. CONTRACTOR shall make a reasonable effort to prevent staff members and other persons whom CONTRACTOR employs for purposes of completing services described from using their positions for purposes that are, or *give the appearance of being*, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. This provision shall not be construed to prohibit employment of persons with whom CONTRACTOR has family, business, or other ties, so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
- d. The CONTRACTOR will designate an individual to serve as the primary point of contact for the agreement. CONTRACTOR or designee must respond to the COUNTY inquiries within in two business days. CONTRACTOR shall not change the primary contact without written acknowledgment to the COUNTY.

2. ASSIGNMENT/SUBCONTRACTOR

- a. Without the prior written consent of the COUNTY, the contract is not assignable by CONTRACTOR either in whole or in part.
- b. CONTRACTOR agrees not to enter into any subcontracting agreements for work contemplated under the agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as the CONTRACTOR. CONTRACTOR shall be fully responsible for the performance and payments of any subcontractor's contract.

3. CHANGES

- a. CONTRACTOR agrees that any alterations, variations, modifications, or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed, attached to the original Agreement, and approved by the required persons.
- b. No oral understanding or agreement not incorporated in the contract shall be binding on any party to the contract.

c. CONTRACTOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

4. TAXES

CONTRACTOR shall assume full responsibility for all Federal, State, and Local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to CONTRACTOR and CONTRACTOR's employees and agents engaged in performance of this agreement.

5. TERMINATION FOR CONVENIENCE

The COUNTY for its convenience may terminate in whole or in part as described in term of agreement. If such termination is effected, an equitable adjustment in the price provided for in this agreement shall be made. Such adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise. CONTRACTOR shall deliver promptly to COUNTY and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

6. ATTORNEYS' FEES AND COSTS

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Part E, Section 24-Indemnification and Insurance.

7. VENUE

The parties acknowledge and agree that this contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

8. JURY TRIAL WAIVER

CONTRACTOR and COUNTY hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR on any matter arising out of, or in any way connected with this Agreement, the relationship of CONTRACTOR and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statue, or regulation, emergency or otherwise, now or hereafter in effect.

9. LICENSES AND PERMITS

CONTRACTOR shall ensure that it has all necessary licenses and permits required by the law of Federal, State, County, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

10. LABOR LAWS

CONTRACTOR shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel subsistence pay; retention and inspection of payroll records; workers' compensation; and payment of wages. The CONTRACTOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

11. NOTIFICATION REGARDING PERFORMANCE

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the CONTRACTOR shall notify the COUNTY within one (1) working day, in writing and by telephone.

12. CONFLICT OF INTEREST

CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists that would impact the cost or quality of services under this contract. CONTRACTOR shall make a reasonable effort to prevent staff members and other persons whom CONTRACTOR employs for purposes of completing services described from using their positions for purposes that are, or give the appearance of being, motivated by desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

13. EMPLOYMENT OF FORMER COUNTY OFFICIALS

CONTRACTOR agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information provided includes a list of former COUNTY Administrative Officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONTRACTOR. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

14. IMPROPER CONSIDERATION

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement.

The COUNTY, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement had been awarded.

CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

15. INACCURACIES OR MISREPRESENTATIONS

If, in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that CONTRACTOR has made a material misstatement or misrepresentation or that inaccurate material information has been provided to the COUNTY, the Agreement may be immediately terminated. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

16. ARTWORK, PROOFS AND/OR NEGATIVES

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the CONTRACTOR. In the event of a failure to return the documents, the COUNTY is entitled to pursue any available legal remedies. In addition, the CONTRACTOR will be barred from all future solicitations, for a period of at least six (6) months.

17. DRUG AND ALCOHOL-FREE WORKPLACE

In recognition of individual rights to work in a safe, healthful and productive work place; as a material condition of this agreement, the CONTRACTOR agrees that the CONTRACTOR and the

CONTRACTOR's employees, while performing service for the COUNTY, on COUNTY property, or while using COUNTY equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a CONTRACTOR or CONTRACTOR's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The CONTRACTOR shall inform all employees that are performing service for the COUNTY on COUNTY property, or using COUNTY equipment, of the COUNTY's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the COUNTY.

18. OWNERSHIP OF DOCUMENTS

All documents, data, products, graphics, computer programs and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the COUNTY upon payment of services. All such items shall be delivered to COUNTY at the completion of the work under this Agreement, subject to the requirements of Part E, Section 5-Termination for Convenience. Unless otherwise directed by COUNTY, CONTRACTOR may retain copies of such items.

19. RECORD RETENTION AND REVISION

The CONTRACTOR agrees that the COUNTY or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract as is authorized by law. Records will be retained for at least the length of time specified by law.

20. VALIDITY

The invalidity in whole or in part of any provision of a resulting agreement shall not void or affect the validity of any other provision.

21. DISPUTES

Disputes concerning the performance of this Agreement, which cannot be resolved by the designated contract representatives, shall be presented in writing to COUNTY's Director of Human Resources who shall submit his/her decision in writing to both parties involved in the dispute. If CONTRACTOR is unwilling to accept the decision rendered through such procedure or a decision is not made with fourteen (14) working days, it may then pursue its normal legal remedies. Pending conclusion of any disagreement, the interpretation placed upon this Agreement by COUNTY will govern operation there under and CONTRACTOR will continue to perform under this Agreement.

22. SEVERABILITY

If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of the Agreement shall remain in effect.

23. RELEASE OF INFORMATION

Contractor agrees that it shall not release any information including, but not limited to, correspondence between the County and Contractor, e-mails between the County and Contractor, the results of any investigation, testing and/or monitoring, to any organization, agency or individual without first obtaining authorization from the County or its Risk Manager authorizing the release of such information. This provision does not limit the ability of the contractor to release information to any Local, State or Federal enforcement agency or law enforcement agency pursuant to any legal process. In the event that any Local, State or Federal enforcement agency or law enforcement agency commences legal process to obtain such information the contractor agrees to advise the County and/or its Risk Manager, in writing, of the name of the Local, State or Federal enforcement agency or law enforcement agency and the information sought by such agency.

24. INDEMNIFICATION AND INSURANCE

<u>Indemnification</u> - The CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONTRACTOR's acts, errors or omissions and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

<u>Insurance</u> - Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

<u>Workers' Compensation</u> - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If CONTRACTOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

<u>Comprehensive General and Automobile Liability Insurance</u> - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

<u>Errors and Omissions Liability Insurance</u> – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate **or**

<u>Professional Liability</u> - Professional liability insurance with limits of a least \$1,000,000 per claim or occurrence.

<u>Additional Named Insured</u> - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

<u>Waiver of Subrogation Rights</u> - Except for the Errors and Omissions Liability and Professional Liability, CONTRACTOR shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

<u>Policies Primary and Non-Contributory</u> - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

<u>Proof of Coverage</u> - CONTRACTOR shall immediately furnish certificates of insurance to the COUNTY Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such

services. Within sixty (60) days of the commencement of this Agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

25. RECYCLED PAPER PRODUCTS

The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires CONTRACTOR to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the COUNTY. The policy also requires CONTRACTOR to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

26. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

CONTRACTOR agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Polices and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

27. NOTICE AND FILINGS

Contract shall be administered by The County's Risk Manager and all communications and billings in connection herewith shall be directed to:

Pamela H. Thompson, Risk Manager Risk Management Division, Human Resources County of San Bernardino-HR 222 W. Hospitality Lane, Third Floor San Bernardino, CA 92415-0016 (909) 386-8620

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		Common Sense Safety, Inc.				
COUNTY OF SAN BERNARDINO		(Print or type name of corporation, company, contractor, etc.)				
<u> </u>		Ву _▶_				
Dennis Hansberger, Chairman, Board of	Supervisors		(Authorized signature - sign in blue ink)			
Dated:SIGNED AND CERTIFIED THAT A COP		Name _	Lane Ellison (Print or type name of person signing contract)			
DOCUMENT HAS BEEN DELIVERED TO		Title _	President			
CHAIRMAN OF THE BOARD Clerk of the Board of	Supervisors		(Print or Type)			
of the County of San	Bernardino.	Dated:				
By		Address	17301 Beach Blvd., #5-A			
			Huntington Beach, CA 92647			
Approved as to Legal Form	Reviewed by Cont	ract Compliance	Presented to BOS for Signature			
County Counsel	<u> </u>		Department Head			
County Counsel			рерактелт неад			
Date	Date		Date			